

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION NO. 17 OF 2007
IN
ARBITRAL APPEAL STAMP NO. 24628 OF 2007

Mumbai International Airport ..Applicants /
Pvt. Ltd. ..Appellants

versus

Garuda Aviation Services Pvt.
Ltd. & Anr. ..Respondents

Mr. P. Samdhani, Sr. Advocate with Mr. A.
Marathe and Mr. S. Jagtap i/b. Wadia Gandhi & Co.
for the Applicants / Appellants.

Mr. S. U. Kamdar, Sr. Advocate with V. J. Hegde for
the Respondent No.1.

Mr. R. Gujar i/b. Juris Consults for the
Respondent No.2.

CORAM : S. A. BOBDE, J.
DATE : 2ND NOVEMBER, 2007.

P.C.

. Heard.

2. Prima facie the question of possession does
not appear to be arbitrable in view of Clause 30 of
the Agreement. As regards possession, clause 16 of
the Agreement relied upon by the respondent No.1
only grants right of user of the premises and does

not put the owners in possession of a specific area. It is further clear that the alleged wrong is clearly capable of being compensated in monetary terms. In the circumstances, I am of the view that the Applicants are entitled to an interim order in terms of prayer clause (a), pending appeal. Application is disposed of accordingly. Order accordingly.

3. At this stage, Mr. Kamdar learned counsel for the Respondent No.1 seeks stay of this order. Application for stay is rejected.

(S.A. BOBDE, J.)